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PTO/SB/21 (09-04)

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**TRANSMITTAL
FORM**

(to be used for all correspondence after initial filing)

Total Number of Pages in This Submission

15

Application Number

10/692,105

Filing Date

October 23, 2003

First Named Inventor

Bradley, et al.

Art Unit

1654

Examiner Name

Unassigned

Attorney Docket Number

B185 T1015.1

ENCLOSURES (Check all that apply)☐

Fee Transmittal Form

☐

Fee Attached

☐

Amendment/Reply

☐

After Final

☐

Affidavits/declaration(s)

☐

Extension of Time Request

☐

Express Abandonment Request

☐

Information Disclosure Statement

☐

Certified Copy of Priority Document(s)

☐Reply to Missing Parts/
Incomplete Application☐Reply to Missing Parts
under 37 CFR 1.52 or 1.53☐

Drawing(s)

☐

Licensing-related Papers

☐

Petition

☐Petition to Convert to a
Provisional Application☐

Power of Attorney, Revocation

☐

Change of Correspondence Address

☐

Terminal Disclaimer

☐

Request for Refund

☐

CD, Number of CD(s) _____

☐

Landscape Table on CD

☐

After Allowance Communication to TC

☐Appeal Communication to Board
of Appeals and Interferences☐Appeal Communication to TC
(Appeal Notice, Brief, Reply Brief)☐

Proprietary Information

☐

Status Letter

☒Other Enclosure(s) (please identify
below):Power of Attorney to Prosecute Applications
Before the USPTO;
Statement under 37 CFR 3.73(b);
Copy of executed Assignment

Remarks

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm Name

Womble Carlyle Sandridge & Rice, PLLC

Signature

Printed name

Carl B. Massey, Jr.

Date

Nov. 16, 2005

Reg. No.

44,224

CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below:

Signature

Typed or printed name

Date

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☒ Practitioners associated with the Customer Number:

26158

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒ The address associated with Customer Number:

26158

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone			Email

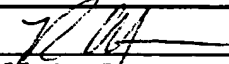
Assignee Name and Address:

Talecris Biotherapeutics, Inc.
4101 Research Commons, 79 T.W. Alexander Drive
Research Triangle Park, NC 27709

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

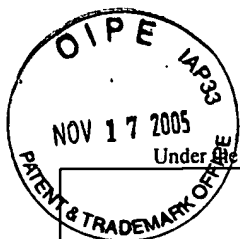
SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	November 2, 2005
Name	Randall A. Jones	Telephone	919.316.6474
Title	Vice President, General Counsel		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Bradley, et al.Application No./Patent No.: 10/692,105 Filed/Issue Date: October 23, 2003Entitled: PROCESS FOR THE PRODUCTION OF A REVERSIBLY INACTIVE ACIDIFIED PLASMIN COMPOSITIONTalecris Biotherapeutics, Inc., a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Carl B. Massey, Jr. (Reg. No. 44,224)

Printed or Typed Name

Attorney of Record

Title

Nov. 16, 2005

Date

336.721.3681

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") dated as of March 31, 2005 (the "Effective Date"), is by and between Bayer HealthCare LLC, a Delaware limited liability company with an office at 400 Morgan Lane, West Haven, CT 06516 ("Bayer" or "Assignor") and Talecris Biotherapeutics, Inc. (f/k/a NPS BioTherapeutics, Inc.), a Delaware corporation with an office at 79 TW Alexander Drive, 4101 Research Commons, Research Triangle Park, Raleigh, NC 27709 ("Assignee").

In the Amended and Restated Joint Contribution Agreement dated as of March 30, 2005, by and among Bayer, Talecris Holdings, LLC (f/k/a NPS Bio Holdings, LLC), a limited liability company organized under the laws of the state of Delaware, Talecris Biotherapeutics Holdings Corp., a corporation organized under the laws of the state of Delaware, and Assignee (the "Contribution Agreement"), Bayer has agreed to transfer or to cause one or more of its Affiliates to transfer to Assignee, certain assets, specified in the Contribution Agreement by execution of certain agreements including, without limitation, one or more Assignment and Assumption Agreements contemplated to be executed concurrently herewith, and one or more transfer documents. This Assignment is a transfer document in accordance with the Contribution Agreement and the assets transferred hereby may also be subjects of one or more of such Assignment and Assumption Agreements. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

In consideration of the representations, warranties, covenants and agreements in the Contribution Agreement, the parties agree as follows:

1. Assignment

Assignor hereby contributes, assigns and transfers to Assignee, and Assignee hereby accepts the contribution, assignment and transfer from Assignor of, all of its right, title and interest in and to the issued patents and pending patent applications listed in the attached Schedule 1A (collectively, the "Patents") together with any extension, reissue, modification or renewal thereof, and (i) all rights, Claims, credits or rights of set-off against third persons for infringement or other violation of the Patents arising on or after the Effective Date or as otherwise provided in the Contribution Agreement, whether liquidated or unliquidated, fixed or contingent including any claim, demand, suit, inquiry, investigation, proceeding, action (including any governmental action) or cause of action of any kind or character (in each case, whether civil, criminal, investigative or administrative), seeking monetary damages, fines, penalties, recall required by Governmental Authority, seizures, detentions, injunctions, or any equitable or other relief or sanction under any theory, including those based on theories of contract, tort, equity, statutory liability against third persons for infringement or other violations of the Patents, and (ii) all income, royalties or payments exclusively relating to the Patents due or



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In the Amended and Restated Joint Contribution Agreement dated as of March 30, 2005, by and among Bayer, Talecris Holdings, LLC (f/k/a NPS Bio Holdings, LLC), a limited liability company organized under the laws of the state of Delaware, Talecris Biotherapeutics Holdings Corp., a corporation organized under the laws of the state of Delaware, and Assignee (the "Contribution Agreement"), Bayer has agreed to transfer or to cause one or more of its Affiliates to transfer to Assignee, certain assets, specified in the Contribution Agreement by execution of certain agreements including, without limitation, one or more Assignment and Assumption Agreements contemplated to be executed concurrently herewith, and one or more transfer documents. This Assignment is a transfer document in accordance with the Contribution Agreement and the assets transferred hereby may also be subjects of one or more of such Assignment and Assumption Agreements. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

In consideration of the representations, warranties, covenants and agreements in the Contribution Agreement, the parties agree as follows:

1. Assignment

Assignor hereby contributes, assigns and transfers to Assignee, and Assignee hereby accepts the contribution, assignment and transfer from Assignor of, all of its right, title and interest in and to the issued patents and pending patent applications listed in the attached Schedule 1A (collectively, the "Patents") together with any extension, reissue, modification or renewal thereof, and (i) all rights, Claims, credits or rights of set-off against third persons for infringement or other violation of the Patents arising on or after the Effective Date or as otherwise provided in the Contribution Agreement, whether liquidated or unliquidated, fixed or contingent including any claim, demand, suit, inquiry, investigation, proceeding, action (including any governmental action) or cause of action of any kind or character (in each case, whether civil, criminal, investigative or administrative), seeking monetary damages, fines, penalties, recall required by Governmental Authority, seizures, detentions, injunctions, or any equitable or other relief or sanction under any theory, including those based on theories of contract, tort, equity, statutory liability against third persons for infringement or other violations of the Patents, and (ii) all income, royalties or payments exclusively relating to the Patents due or

payable for any period on or after the Effective Date under any Contract (all collectively, the "Patent Rights").

Assignor shall provide to Assignee cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for the Patent Rights; (2) in the prosecution or defense of any interference, infringement or other proceedings that may arise in connection with any of the Patent Rights, including, without limitation, testifying as to any facts relating to the Patent Rights assigned herein and this Assignment; and (3) in the implementation or perfection of this Assignment; provided that Assignee shall be responsible as to (1) - (3) above for the reasonable direct costs of Assignor which includes (i) employee costs (including, for example, salaries, benefits, relocation, travel, and training and development) and employee supporting costs (including, for example, computer and software, telephone usage, supplies, and depreciation of office equipment and furnishings) for employees working directly on (1) - (3) above, pro rated for the amount of time spent by such employees working directly on (1) - (3) above, but in no event shall this include any general overhead costs (including, for example, depreciation for office building space, information technology infrastructure, site maintenance, medical department, cafeteria, security, communications, safety, heating and cooling, water and sewage, electricity, gas, and general administration), and (ii) documented out-of-pocket costs incurred in the provision of (1) - (3) above, including, without limitation, attorney fees for counsel for Assignor selected at the sole discretion of Assignor.

2. Parties' Rights and Remedies

The rights and remedies of each party under the Contribution Agreement shall not be deemed to be enlarged, modified or altered in any way by this Agreement. This Assignment is made without representation or warranty except as provided in and by the Contribution Agreement.

3. Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

4. Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

payable for any period on or after the Effective Date under any Contract (all collectively, the "Patent Rights").

Fee

Assignor shall provide to Assignee cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for the Patent Rights; (2) in the prosecution or defense of any interference, infringement or other proceedings that may arise in connection with any of the Patent Rights, including, without limitation, testifying as to any facts relating to the Patent Rights assigned herein and this Assignment; and (3) in the implementation or perfection of this Assignment; provided that Assignee shall be responsible as to (1) - (3) above for the reasonable direct costs of Assignor which includes (i) employee costs (including, for example, salaries, benefits, relocation, travel, and training and development) and employee supporting costs (including, for example, computer and software, telephone usage, supplies, and depreciation of office equipment and furnishings) for employees working directly on (1) - (3) above, pro rated for the amount of time spent by such employees working directly on (1) - (3) above, but in no event shall this include any general overhead costs (including, for example, depreciation for office building space, information technology infrastructure, site maintenance, medical department, cafeteria, security, communications, safety, heating and cooling, water and sewage, electricity, gas, and general administration), and (ii) documented out-of-pocket costs incurred in the provision of (1) - (3) above, including, without limitation, attorney fees for counsel for Assignor selected at the sole discretion of Assignor.

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3. Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

4. Counterparts

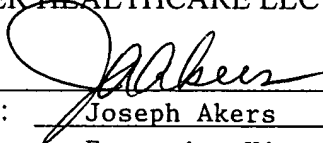
This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

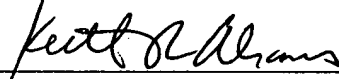
A handwritten signature in black ink, located in the top right corner of the page. The signature is stylized and appears to be a name followed by a surname, possibly "John Doe".

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

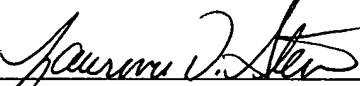
BAYER HEALTHCARE LLC

By 
Name: Joseph Akers
Title: Executive Vice President

BAYER HEALTHCARE LLC

By 
Name: Keith Abrams
Title: Assistant Secretary

TALECRIS BIOTHERAPEUTICS, INC.

By 
Name: Lawrence Stern
Title: Executive Chairman,
President and Chief
Executive Officer

CERTIFICATE OF ACKNOWLEDGMENT

CITY OF WASHINGTON

ss.:

DISTRICT OF COLUMBIA

On this 31st day of March 2005, before me personally came Joseph AKers, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Executive Vice President of Bayer HealthCare LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Bayer HealthCare LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public – District of Columbia

Printed Name Linda C. Brown

My Commission Expires:

LINDA C. BROWN

NOTARY PUBLIC OF DISTRICT OF COLUMBIA

My Commission Expires August 31, 2006

CERTIFICATE OF ACKNOWLEDGMENT

CITY OF WASHINGTON

SS.:

DISTRICT OF COLUMBIA

On this 31st day of March 2005, before me personally came Keith Abrams, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Assistant Secretary of Bayer HealthCare LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Bayer HealthCare LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public – District of Columbia

Printed Name Linda C. Brown

My Commission Expires:

LINDA C. BROWN

NOTARY PUBLIC OF DISTRICT OF COLUMBIA

My Commission Expires August 31, 2008

Schedule 1A: Patents and Patent Applications

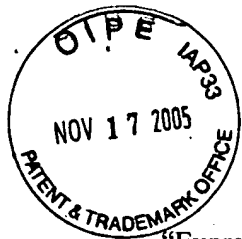
Title	Trade Name/Product	Country Code	Application Serial No.	Filing Date	Patent No.	Issue Date	Status	Assignee
Method of Thrombolysis by Local Delivery of Active Plasmin, Plasmin Formulation and Process of Producing		US	09/438,331	11/13/99	6,355,243	03/12/02	Expires 11/13/19	Bayer HealthCare LLC

Schedule 1A

Title	Trade Name/Product	Country Code	Application Serial No.	Filing Date	Patent No.	Issue Date	Status	Assignee
Process for the Production of a Reversibly Inactive Acidified Plasmin Composition		PCT	PCT/US00/42143 CIP '331	11/13/00			Nat'l Phase	Bayer HealthCare LLC

Schedule 1A

Title	Trade Name/Product	Country Code	Application Serial No.	Filing Date	Patent No.	Issue Date	Status	Assignee
Process for the Production of a Reversibly Inactive Acidified Plasmin Composition		US	10/143,156	05/10/02			Pending	Bayer HealthCare LLC
Process for the Production of a Reversibly Inactive Acidified Plasmin Composition		US	10/692,105	10/23/2003				



EXPRESS MAIL CERTIFICATE

"Express Mail" mailing label number : EL 983 779 317 US

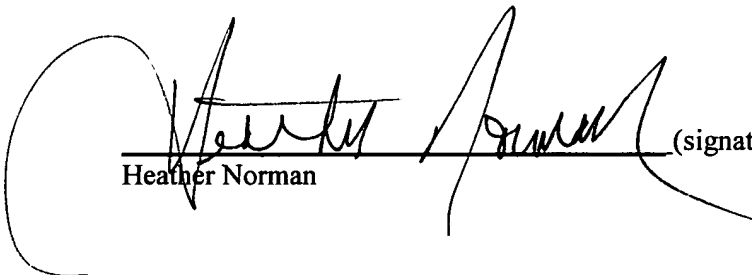
Date of Deposit : November 17, 2005

Type of Documents : Transmittal Form (1 page);
Power of Attorney to Prosecute Applications
Before the USPTO (1 page);
Statement under 37 CFR 3.73(b) (1 page);
Copy of executed Assignment (12 pages); and
Return Postcard

Application No. : 10/692,105

Filed : October 23, 2003

I hereby certify that the documents identified above are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and are addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

 (signature)
Heather Norman